

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

*

W.R. GRACE & CO., et al.,

*

Chapter 11

Debtor.

*

Case No. 01-01139 (JKF)
(Jointly Administered)

*

Related Docket Nos. 19581, 19621, 20211
Hearing Date: December 15, 2008 at 1:00 p.m.

-----X

**JOINDER OF CONTINENTAL CASUALTY COMPANY TO SUPPLEMENT TO THE
JOINT OBJECTION OF SEATON INSURANCE COMPANY AND ONEBEACON
AMERICA INSURANCE COMPANY
TO DEBTORS' PROPOSED DISCLOSURE STATEMENT**

Continental Casualty Company ("CCC") hereby joins the *Supplement to the Joint Objection of Seaton Insurance Company and OneBeacon America Insurance Company to Debtors' Proposed Disclosure Statement* (the "Supplemental Objection") (Docket No. 20211) and states as follows:

1. Like Unigard Security Insurance Company, formerly known as Unigard Mutual Insurance Company ("Seaton") and OneBeacon America Insurance Company as successor-in-interest to Commercial Union Insurance Company ("OneBeacon"), CCC issued various liability insurance policies to W.R. Grace. Certain of these CCC policies were the subject of settlement agreements with Grace. As with the Seaton and OneBeacon settlement agreements with Grace, the CCC settlement agreements contained indemnification provisions whereby Grace agreed to broadly indemnify CCC against third party claims made against such settled policies.

2. The Scotts Company ("Scotts"), by way of its adversary proceeding, has also sought vendor coverage under certain of Grace's liability policies issued by CCC. CCC believes that the CCC policies identified by Scotts in its adversary complaint were the subject of

settlement agreements with Grace, and that pursuant to those agreements, Grace has agreed to indemnify CCC for third party claims, including the claim Scotts has asserted against CCC. CCC accordingly has contractual indemnity claims against Grace arising from the Scotts' claim.

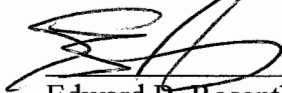
3. CCC believes that it is similarly situated, in part, to Seaton and OneBeacon by virtue of its has contractual indemnity claims against Grace, and adopts their arguments set forth in the Supplemental Objection concerning the classification and treatment of such claims pursuant to the Amended Joint Plan and the Trust Distribution Procedures.

WHEREFORE, for all of the foregoing reasons, CCC respectfully requests that this Court deny Debtors' motion for an order approving the Disclosure Statement for the reasons set forth in the Supplemental Objection, and grant such other or further relief that is just and proper.

Dated: December 11, 2008

Respectfully Submitted,

ROSENTHAL, MONHAIT, & GODDESS, P.A.



Edward B. Rosenthal (Del. Bar No. 3131)

919 Market Street, Suite 1401

P.O. Box 1070

Wilmington, Delaware 19899-1070

(302) 656-4433

-and-

GOODWIN PROCTER LLP

Daniel M. Glosband (pro hac vice)

Brian H. Mukherjee (pro hac vice)

Exchange Place

Boston, MA 02109

(617) 570-1930

-and-

FORD MARRIN ESPOSITO WITMEYER
& GLESER, L.L.P.

Elizabeth DeCristofaro (pro hac vice)

Wall Street Plaza, 23rd Floor

New York, New York 10005-1875

(212) 269-4900

Counsel for Continental Casualty Company